should be dissolved. *Delavan* v. *New York, New Haven & Hartford R. Co.*, 139 N. Y. Supp. 17 (Sup. Ct., App. Div.).

By the better construction, the Sherman Anti-Trust Act gives no one but the government the right to enjoin its violation. See 26 HARV. L. REV. 179. Stockholders of either the buying or selling corporation could have enjoined the conveyance as an illegal *ultra vires* transaction. *Harding* v. *American Glucose Co.*, 182 Ill. 551, 55 N. E. 577. See 20 HARV. L. REV. 495. But the corporation of the plaintiffs was doing nothing illegal. It is also true that control of a corporation through ownership of its stock cannot be exercised at the corporation's expense. *Wheeler* v. *Abilene National Bank Building Co.*, 159 Fed. 391. See 22 HARV. L. REV. 591. If the resulting injury is directly towards the corporation, the shareholder cannot ordinarily sue. *Niles* v. *New York Central & H. R. R. Co.*, 176 N. Y. 119, 68 N. E. 142. See 22 HARV. L. REV. 594. But where his attempt to obtain from the majority the right to sue in the corporate name would be obviously futile, he may sue on behalf of the corporation in his own name as in the principal case. 4 THOMPSON, CORPORATIONS, 2 ed., § 4552. The sale by the majority stockholders of controlling stock to a competing corporation will be enjoined. *Dunbar* v. *American Tel. & Tel. Co.*, 224 Ill. 9, 79 N. E. 423. But a transfer from a competing corporation to one that is not competing will not be enjoined. *Hunnewell* v. *New York Central & H. R. R. Co.*, 196 Fed. 543. And where, as in the principal case, the transfer is from one competing corporation to another and there is no indication of injury resulting, there seems no basis for an injunction. See 13 COL. L. REV. 154.

CORPORATIONS — ULTRA VIRES CONTRACTS: RIGHTS AND LIABILITIES OF PARTIES — CONSTRUCTIVE NOTICE OF CHARTER. — A corporation issued its shares of stock below par and marked them "fully paid-up." The defendant bought them innocently from a shareholder. The articles of association showed this stock to have been issued below par. The liquidator of the corporation now sues for the balance due on the stock. *Held*, that the plaintiff is estopped, as the defendant did not have constructive notice of the articles of association. *In re Victoria Silicate Brick Co., Ltd.*, [1912] Vict. L. R. 442. See NOTES, p. 540.

CORPORATIONS — ULTRA VIRES CONTRACTS: RIGHT AND LIABILITIES OF PARTIES — PERSONAL LIABILITY OF AGENT OF CORPORATION. — The defendant was the agent of a foreign corporation which had failed to comply with the registry laws of the state. Registration was a condition precedent to the right to do business in the state. The defendant knowing these facts made a contract in behalf of the corporation with the plaintiff, who did not know them. By the law of the state the corporation was not liable on the contract. *Held*, that the defendant is liable. *Raff* v. *Isman*, (Pa., Sup. Ct.). See NOTES, p. 542.

CRIMINAL LAW — STATUTORY OFFENSES — LIABILITY OF AGENT OF PURCHASER IN ILLEGAL LIQUOR SALE. — The defendant acted as a messenger for the buyer in the purchase of liquors, making no profit thereon himself. A statute made the sale of liquor illegal. *Held*, that the defendant is not guilty under the statute. *Simpson* v. *Commonwealth*, 152 S. W. 255 (Ky.); *State* v. *Davis*, Ont. Wkly. R. 412.

A purchaser, though admittedly a party to a sale, is not liable under statutes forbidding the sale of liquor. *Commonwealth* v. *Willard*, 22 Pick. (Mass.) 476; *State* v. *Rand*, 51 N. H. 361. Various reasons are given for such holding. One ground relied on is that the offense is of a comparatively insignificant character. See *Commonwealth* v. *Willard*, *supra*, 478. Another reason advanced is that generally the seller can be convicted only by the evidence of the buyer. See *Harney* v. *State*, 8 Lea (Tenn.) 113, 117. Other decisions, however, rely on stat-

utory interpretation, holding that the statute by naming the seller impliedly excludes the buyer. *State* v. *Rand, supra. Contra, State* v. *Bonner*, 2 Head (Tenn.) 135, overruled by *Harney* v. *State, supra.* Although this ground of interpretation seems insufficient, the resulting construction is reasonable, since the purpose of the statute is principally to protect people against an inherent weakness, and not to punish for yielding to this weakness. This reason does not apply to the particular facts of the principal case, as the defendant was only the buyer's agent. However, there is nothing in the words of the statute to justify the court in so interpreting it as to excuse the purchaser when buying for himself, and hold him liable when buying for others, and hence a refusal to depart from the general rule seems proper. The great weight of authority is in accord with the principal case. *Evans* v. *State*, 55 Tex. Cr. 450, 117 S. W. 167; *Anderson* v. *State*, 32 Fla. 242, 13 So. 435. A few recent cases, however, have held the contrary view. *Buchanan* v. *State*, 4 Okla. Cr. 645, 112 Pac. 32; *State* v. *McFadden*, 151 Mo. App. 479, 132 S. W. 267.

DEATH BY WRONGFUL ACT — NATURE OF DAMAGES RECOVERABLE UNDER FEDERAL STATUTE. — In an action by the intestate's widow under the federal Employers' Liability Act of 1908 to recover damages for the wrongful death of the intestate, the court instructed that the jury could consider the value of the care and advice of the husband. *Held*, that the instruction is erroneous. *Michigan Central R. Co.* v. *Vreeland*, 226 U. S. 59, 33 Sup. Ct. 192.

The statute in question is substantially the same as Lord Campbell's Act, which has been interpreted as allowing merely pecuniary damages as distinguished from damages for mental suffering and grief. STAT. 9 & 10 VICT. c. 93; *Blake* v. *Midland Ry.*, 18 Q. B. 93. Similar state statutes in this country have likewise been so interpreted. *Howey* v. *New England Navigation Co.*, 83 Conn. 278, 76 Atl. 469; *Glawson* v. *Southern Bell Tel. & Tel. Co.*, 9 Ga. App. 450, 71 S. E. 747. See TIFFANY, DEATH BY WRONGFUL ACT, § 154. *Contra, Norfolk & Western Ry.* v. *Cheatwood's Adm'r*, 103 Va. 356, 49 S. E. 489. As an original question, this limited construction seems questionable. The statement in the principal case that it is impossible to set a pecuniary valuation on loss of society and companionship is disproved by the granting of such damages in cases of alienation of affections and criminal conversation. *Adams* v. *Main*, 3 Ind. App. 232, 29 N. E. 792; *Prettyman* v. *Williamson*, 1 Penn. (Del.) 224, 39 Atl. 731. Parasitic damages in accident cases also show that damages for mental suffering and injured feelings may be estimated. *Warren* v. *Boston & Maine R.*, 163 Mass. 484, 40 N. E. 895; *Consolidated Traction Co.* v. *Lambertson*, 59 N. J. L. 297, 36 Atl. 100. See BURDICK, TORTS, 2 ed., 100. But the danger of undue prejudice in the jury and the practical difficulty in ascertaining such damages make the wisdom of allowing them doubtful. It seems reasonable therefore in a cause of action not recognized at common law to require a clear legislative intention to allow them.

DIVORCE — ALIMONY — POWER TO MODIFY AWARD IN GROSS. — In an action for divorce the court awarded the plaintiff a gross sum as alimony, but at the defendant's request granted an extension of the time for the payment of part of it. The plaintiff meanwhile remarried, and the defendant sought to be relieved from his obligation to pay the sum still due. The trial court refused to grant his petition. *Held*, that it did not abuse its discretion in so doing. *Narregang* v. *Narregang*, 139 N. W. 341 (S. D.).

Equitable decrees will not usually be modified after the expiration of the term during which they are rendered. *Hurd* v. *Goodrich*, 59 Ill. 450; *Snyder* v. *Middle States Loan, etc. Co.*, 52 W. Va. 655, 44 S. E. 250. An award of an annual sum as alimony, however, being based on the wife's right of continuous sup-